

GemPartners Terms & Conditions

To become an Affiliate of the GemPartners Affiliate Program, you must register as an Affiliate by completing the online form.

By registering as an Affiliate, you agree to be bound by all terms and conditions in this agreement.

IF YOU DECIDE NOT TO ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE BANNER CODE, TEXT LINK CODE, PROMOTIONAL COPY, OR ANY INFORMATION PERTAINING TO ANY CLIENT OF GEMPARTNERS.

We reserve the right to terminate this agreement if we determine that your site is unsuitable. Unsuitable sites may include those that promote sexually explicit materials, are targeted toward children or minors, promote violence, promote discrimination based on religion, race, nationality, sex, creed, disability, or sexual orientation, promote illegal activities, or violate intellectual property rights.

This agreement details all terms and conditions of membership to the GemPartners Affiliate Program. "You," the "Affiliate," refers to you, the individual, group, or corporate entity registering with us as an Affiliate under this Agreement, and shall be deemed to include any employees, officers, owners, controlling parties, and affiliated individuals and entities (and "Your" has a corresponding meaning).

As an Affiliate, you are responsible for promoting any or all of our brands (GemBet, KavaBet) by implementing the advertising, banners, and tracking tokens on your websites, emails, or other communications.

You agree to register and maintain correct and truthful contact information.

You will present only approved content and topics on your site. Content deemed unsuitable will result in the Affiliate Agreement termination. Such content includes any content we consider to be unsuitable.

You are solely responsible for the development, operation, and maintenance of your site and all materials appearing on your site. For example, you will be solely responsible for ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses relating to the development, operation, maintenance, and contents of your site.

Only approved and properly tagged creative materials supplied by us may be used to promote the Client. Advertorials and personal endorsements are allowed, but all materials not designed by the Clients must be approved. Such approval shall not be unreasonably withheld.

You may not modify any banners or other creative material supplied by us without the prior consent of GemPartners.

By agreeing to participate in the Affiliate Program, You agree to download banners, text links, or promotional material and place it on your site, utilize it within emails, and direct marketing using Your Affiliate URL or print. These methods are by which you may advertise on the Client's behalf.

Banners and links cannot be placed within unsolicited emails, unauthorized postings, chatrooms, or by using "bots." Traffic generated illegally does not count and may result in the termination of your account with us.

We will terminate this agreement immediately if there is any form of spamming or if you discredit the Client or its brands through false advertising, written or uttered words.

You shall not make any claims, representations, or warranties connected with us or Clients. You shall have no authority and shall not bind us or Clients to any obligations.

The appearance and syntax of the hypertext transfer links are designed and designated by us and are the only authorized and permitted representation of our Client's sites.

Self Referral

Affiliates are permitted to establish a Player Account with the Client and wager real money on any game offered. However, GemPartners policy prohibits Affiliates from registering their Player Account under their own affiliate sheet. Commissions will not be paid out for their activity, and the Player Account will be removed from their affiliate sheet. In this manner, Affiliates are restricted from earning commission from their own wagering.

Spam

We do not tolerate spamming of any kind by our affiliate partners. If spamming by an Affiliate is brought to our attention, they may be permanently banned from the GemPartners Affiliate Program.

Under no circumstances may an Affiliate send email blasts, including a direct link back to any page on the Client's site using a direct reference to the brand, as this is considered brand infringement (see T&Cs).

The only links permitted are those using the new encrypted token provided on the GemPartners site.

Fraud Traffic

This Marketing opportunity is for commercial use only. You may not directly or indirectly sign up or make deposits to any Account through your Tracker(s) for personal use, to fraudulently increase the Affiliate Fees payable to you, or otherwise defraud us.

You will not knowingly benefit from known or suspected traffic not generated in good faith, whether or not it causes damage. Should fraudulent activity arise through a person directed to a site via your link, we retain the right to retract the commissions paid to you at any time. Our decision in this regard will be final. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe such traffic has been caused with your knowledge. Even if you have not knowingly generated such traffic, we reserve the right to withhold referral fees concerning such.

In no event can you receive Affiliate Fees on a personal Player Account. Violation of this provision constitutes Fraud Traffic.

Affiliate Assignment

You are only responsible for directing Players to any or all of the Client's websites.

Only accurately tagged Players can be assigned to an Affiliate. Should an affiliate tag be improperly inserted into the affiliate site or not properly received by the Client web server, the resulting player registration and activity will not be assigned to the Affiliate. Therefore it is the Affiliate's responsibility to ensure that all links are accurately tagged.

Commission

GemPartners pays out a revenue share on the commissionable earnings generated by each Player, as defined by the Client. The four-tiered commission table below pertains only to revenue share and Hybrid Affiliates. CPA Affiliates are awarded a one-time, flat fee payment subject to the qualification criteria.

Sportsbook & Casino

Commissionable earnings (NGR) are calculated as the Client's profit, chargebacks, complimentary money, free money offers, and other incentives offered to the Player.

Chargeback

A credit card holder discovers irregular transactions made on the Player's credit/debit card not authorized by them. The credit card holder then requests their bank to reverse these charges. Chargebacks relate to fraudulent use by a third party of the credit card holder's card or card number.

Should the Player process a chargeback, the disputed or charged-back revenue generated by yourself will be forfeited and therefore deducted from the total balance due to you for the current month.

Should this deduction of the accumulated revenue exceed your current amount due, your balance will revert to a negative balance, and you will have to cover the chargeback before you can start earning again.

GemPartners may include processing and/or networking fees in commission calculations depending on the brand and payment method.

A chargeback will stay due until the revenue generated by your other Players has covered the negative amount.

Our products can only pay a percentage of their profits, not fraudulent revenue.

Complimentary Money, Free Money and Other Incentives

These refer to those amounts credited to the account of Players. As they have not purchased these amounts, we cannot pay commissions on them.

Commissionable Earnings

Commissionable earnings will be subject to commissions as calculated using the tiered commission table.

Earn up to 45% of the losses from the Players you send:

- 25%: 0- 5 Players
- 30% 6 - 25 Players
- 35%: 26 - 50 players
- 40%: 51 -100 Players
- 45%: 101+

Negative earnings are carried forward to the next month in the Sportsbook and Casino. If a Player(s) generates negative earnings, they can be removed at the Affiliate's request to adjust the balance in the Affiliate's favor. Players removed from affiliate earnings cannot be added again for future commissions. Should the Affiliate close the month with a positive balance (profit), payment is issued to the method selected if it meets the minimum threshold.

The net revenue plan (25-35% net revenue) commissionable earnings are earned during the Player's lifetime on all transactions contributing to the affiliate's monthly NGR for as long as the Affiliate remains a member of this Affiliate Program.

Affiliates are paid commissions once per month. You will be paid within 30 days of the month's end, though every effort is made to pay by the 15th of every month. Payments are made by Bitcoin, Bank Wire, and ACH and transferred to a wagering account. It is the responsibility of the Affiliate to select the method of payment.

The Clients assume ownership of the Player during first contact with the visitor. You, as an Affiliate, act as a referring agent for the Clients. We reserve the right to refuse Players

(or to close their accounts) if necessary to comply with any requirements we may periodically establish.

By opening an account at our Client, that person or entity will become their Player, and all Client's rules, policies, and operating procedures will apply to them.

During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations, or underlying technology of our Clients and/or the Affiliate Program, including, for example, referral fees earned by you under the program. You agree to avoid disclosure or unauthorized use of the confidential information to third persons or outside parties unless you have our prior written consent. You will use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations concerning confidential information shall outlast the termination of this Agreement.

We hereby grant you a non-exclusive, revocable, non-transferable sublicense for the term of this Agreement to use any Trademarks solely for the display of the Text Links and Banners on your sites. This sublicense cannot be sublicensed, assigned, or otherwise transferred by you unless approved in writing by us. Your right to use the Trademarks is limited and arises only out of the sublicense herein granted. We have the right to terminate this sublicense at any time by written notice to you. This sublicense will be terminated automatically upon the termination of this Agreement for any reason. You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Trademarks, in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice our or any of the Sites' rights (as an owner or licensee) in or to the Trademarks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You shall not register or attempt to register any logo, trademark, trade name, design, domain name, or similar identifying material that contains, are confusingly similar to, or is composed of any Trademarks.

By this Agreement, we grant you the non-exclusive right to direct Players to our Clients' sites and services per the terms and conditions of this Agreement. This Agreement does not permit you an exclusive right or privilege to assist us in providing services arising from your referrals. We reserve the right to contract with and obtain assistance from other parties at any time to perform services of the same or similar nature as yours. You shall have no claims to referral fees or other compensation on business secured by or through persons or entities other than you.

This license cannot be sub-licensed, assigned, or otherwise transferred by you. Your right to use the marks is limited and arises only for this license to use the banners. You shall not assert the invalidity, unenforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

We reserve the right to revoke this license at any time, and it shall be deemed revoked at the termination of this agreement for whatsoever reason.

Search Engine Marketing Policy (SEM) Policy – Affiliates engaging in Search Engine Marketing, including Search Engine Optimization (SEO) and/or pay-per-click advertising (PPC) to promote brands under the GemPartners umbrella are not authorized to utilize or bid on keywords incorporating the "GemBet," and "KavaBet" trade names (AKA branded terms) or any variation thereof. In addition, domain names can not contain any variation of the words "GemBet," and "KavaBet" at any time, nor can the site resemble "GemBet," and "KavaBet." Any offenses by an Affiliate or advertiser will result in account closure and forfeit of all Players.

Affiliates are restricted from incorporating the Client's trade names or any variation thereof in any social networking site (Facebook, Tumblr, Instagram, LinkedIn, Youtube, Twitter, etc.). This includes profile name, display name, or social networking domain.

Affiliates are not allowed to use any outside technology to access, crawl, acquire, copy, "deep-link," "inline-link," or "page-scrape." This includes using "robots," "spiders," or other automated devices, programs, algorithms, methodologies, or monitoring any portion of the Client's site. Affiliates caught using outside technologies to compromise the Client's infrastructure and resources will be terminated from the program.

Ownership and content of our and our Client's sites remain our respective properties and shall not be transferred to the Affiliate through any act or omission in respect of the Affiliate Agreement.

Ownership, content, and liability for affiliate sites are the sole responsibility of the Affiliate. You will be solely responsible for the development, operation, and maintenance of your site and all materials appearing on your site.

You will indemnify and hold us harmless from all claims, damages, and expenses relating to the development, operation, maintenance, and contents of your site.

It is the Affiliate's responsibility to follow the correct linking and tagging procedure to ensure new player tracking and payment.

Presentation of our banners & content on the affiliate's site is the responsibility of the Affiliate. The Affiliate must ensure that our content is presented following our prescriptions.

The Affiliate must ensure that any material posted on their site is legal and does not infringe a copyright or violate any rights.

We may modify any of the terms and conditions in this Agreement at any time and in our sole discretion by posting a change notice or a new Agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and referral program rules. If any change in this agreement is unacceptable to you, you may terminate this agreement by notifying GemPartners in writing at **affiliates@gempartners.io**. Your continued participation in the program following our posting of a change notice or new Agreement on our site will constitute binding acceptance of the change.

Spam

We do not condone Spam. Any form of Spam will result in your account being placed under review and all funds due being withheld pending an investigation into your account. You need to be aware that our Clients are liable to incur expenses in dealing with Spam generated mail, and these same expenses will be deducted from your account should our Client seek recourse. In this instance, the amount determined by the relative Client will be fair and deemed final and acceptable based on good faith, and this amount will be collectible by law and deemed to have been accepted by yourself as fair and reasonable and as agreed to by registration as an Affiliate of GemPartners.

Should these expenses not be covered by funds in your account, we reserve the right to investigate alternative means for obtaining payment. For example, should your account have generated purchasing accounts, we will hold payment of commission for these accounts until such a time as the account for damages has been cleared. Should your account not be active and be generating profit through commission payments, we reserve the right to demand payment from the account holder.

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers

or representations on our behalf. You will not make any statement on your site or otherwise, that reasonably would contradict anything in this paragraph.

Governing Law & Jurisdiction

This Agreement will be governed by the laws of Costa Rica without reference to rules governing the choice of laws. Any action relating to this Agreement must be brought in Costa Rica, and you irrevocably consent to the jurisdiction of its courts.

Assignability and Inurement

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against you and us and our respective successors and assigns.

Non-Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. NO MODIFICATIONS, ADDITIONS, DELETIONS, OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US.

Remedies

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedies. Nothing contained in this Agreement shall limit or affect any of our rights at law or otherwise for a breach or threatened breach of any provision of

this Agreement. It is the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

Severability/Waiver

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

Termination

The term of this Agreement will begin when you register as an Affiliate by completing the online form. The relationship between the Client and Affiliate will be continuous unless either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated immediately. TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY. For purposes of notification of termination, delivery via email is considered a written and immediate form of notification.

In the event of termination of this Agreement:

- You must remove our Clients' banner/s from your site and disable any links from your site to theirs and ours.
- All rights and licenses given to you in this Agreement shall immediately terminate.
- You are entitled only to those unpaid referral fees if any earned by you on or before the date of termination, unless termination is a result of your breach of terms of this Agreement, as detailed in 9.2.4 below.

- If you fail to fulfill your obligations and responsibilities, we will not pay you the referral fees otherwise owing to you on termination.
- We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.
- If we continue to permit activity (generation of revenue) from Players after termination, it will not constitute a continuation or renewal of this Agreement or a waiver of termination.
- You will return any confidential information and all copies of it in your possession, custody, and control, ceasing all uses of any trade names, trademarks, service marks, logos, and other designations of the Client.
- All parties will be released from all obligations and liabilities to each other occurring or arising after such termination, except for those obligations designed to outlast termination, as set out in this Agreement. Termination will not relieve you from any liability arising from any breach of this Agreement that occurred before termination.
- WE MAY TERMINATE THIS AGREEMENT IF WE DETERMINE (AT OUR SOLE DISCRETION) THAT YOUR SITE IS UNSUITABLE. Unsuitable sites may include those aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights.

Indemnity

You shall defend, indemnify, and hold our Clients and their electronic cash provider, their directors, officers, employees, and representatives harmless from and against any liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

- Any breach by you of any warranty, representation, or agreement contained in this Agreement;
- The performance of your duties and obligations under this Agreement;
- Your negligence or;

- Any injury caused directly or indirectly by your negligent or intentional acts and omissions or the unauthorized use of our banners and link or this referral program.

Disclaimers

We make no direct or implied warranties or representations concerning the referral program or referral fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

Limitation of Liability

We make no direct or implied warranties or representations concerning the referral program or referral fee payment arrangements, including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the referral program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising concerning this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies, or benefits to any person or entity not a party to this Agreement. Our obligations under this Agreement do not constitute the personal obligations of our directors, officers, or shareholders. Any

liability arising under this Agreement shall be satisfied solely from the referral fee generated and is limited to direct damages.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT PLAYER REFERRALS ON TERMS DIFFERING FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS REFERRAL PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS OUTLINED IN THIS AGREEMENT.

IN WITNESS WHEREOF

By having read the terms and conditions and acknowledging such in the Affiliate signup form, you agree to all the terms and conditions contained herein. GemPartners reserves the right to withhold payment from any Affiliate that violates any of the terms and conditions contained herein.